11-121-05

Mail To:
City of Reno - Prop. Mgt
P.O. Box 1900
Reno, NV. 89505

EASEMENT

This EASEMENT, dated 7/24/2000, is between AT&T COMMUNICATIONS OF NEVADA, INC. a Nevada corporation ("Grantor"), and the CITY OF RENO, a Nevada municipal corporation, and its successors, assigns and agents ("Grantee").

WITNESSETH THAT:

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, Grantor as owner of that certain real property described on Exhibit A attached hereto, ("the Property") located within the City of Reno, hereby grants, bargains and conveys unto said Grantee a permanent easement for public pedestrian access upon, over and across certain real property of Grantor, described as follows ("the Easement Area").

See Exhibit B attached hereto and incorporated herewith for the legal description.

Said easement shall be together with all and singular tenements, hereditaments and appurtenances thereto belonging, or in any other manner appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, excepting therefrom any and all reservations that are expressly excepted from this conveyance.

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FURTHER, this easement is granted upon and subject to the following terms, covenants and conditions:

1: The easement granted herein is in gross.

2: Grantee shall use the Easement Area for the purpose of the construction, alteration, maintenance, inspection and repair of the pedestrian walkway upon, over and across the Easement Area and for no other purpose.

3: Grantee shall be responsible for any damage to personal property or improvements upon the Property, suffered by Grantor or Grantor's agents, assigns, tenants or subtenants by reason of Grantee's or Grantee's agents' acts or omissions in constructing, altering, maintaining, inspecting, or repairing the pedestrian walkway.

4: Grantee agrees to pay for all labor used upon and all materials joined or affixed to the Easement Area by Grantee and shall save the Property and hold Grantor harmless from any lien, claim of lien, in respect thereto.

5: Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting Grantor's Property or any portion thereof.

6: Grantee's occupancy or use of the Easement Area shall not create or vest in Grantee any ownership or interest of whatsoever nature in Grantor's Property other than as specifically given hereby.

7: Grantee shall pay any and all taxes which, during the continuance of this easement, may be levied or assessed upon any equipment or other improvements placed on the Easement Area by Grantee. If such taxes, or any of them, are assessed to Grantor, they shall be paid by Grantor, and Grantee shall reimburse Grantor upon demand the full amount so paid by Grantor.

8: Grantee shall indemnify Grantor, its officers, agents, and employees from any claims, losses, damages, costs, expenses (including reasonable attorneys fees) and liabilities for injury to, or death of, any person or damages to any property caused by Grantee's use of the Easement Area as permitted hereby, or by the negligence or willful misconduct of Grantee, its agents, employees or contractor's, or by Grantee's failure to perform the covenants or conditions of this easement.

9: Grantee shall at all times during the continuance of this easement strictly comply with all applicable laws, governmental orders and rules and regulations affecting Grantee's enjoyment of any rights hereunder.

10: This easement is granted solely for the use of Grantee and no other party, and Grantee shall not allow any other party to make use of the Easement Area. Grantee shall not assign this easement or any part thereof without the prior written consent of the Grantor.

11: The easement granted herein is non-exclusive. Grantor retains the right to make any use of the Property and to allow others to make any use of the Property that does not interfere with Grantee's free use and enjoyment of the easement.

12: Grantee agrees that it shall not use, have present or transport on or about the Property any hazardous or toxic materials, wastes or substances, or any pollutants or contaminants, without the express written consent of Grantor. If at any time during the term of this easement, Grantee knows or believes that any hazardous or toxic materials, wastes or substances or any other pollutants or contaminants have come, or will come, to be located upon, about or underneath the Grantor's Property , then Grantee shall as soon as reasonably possible, give verbal and follow-up written notice of that condition to Grantor. Grantee covenants to investigate, clean-up and otherwise remediate any release of such hazardous or toxic materials, wastes or substances by Grantee, its employees, agents, representatives, contractors, or permitted assigns at Grantee's cost and expense. Such clean-up shall only be performed by Grantee after having contacted a local representative of the Grantor.

13: Except as otherwise provided herein, all notices or demands herein provided to be given or made or which may be given or made by either party to the other, shall be deemed to have been duly given if made in writing and deposited in the United States mail, certified or registered, postage prepaid, or overnight service and addressed as follows or to such address as either party may designate by giving the other party written notice thereof.

To Grantor: AT&T
Attn.: Asset Manager, NCS Real Estate
4480 Willow Road
Pleasanton, CA. 94588

To Grantee: City of Reno
Attn.: Property Management
P.O. Box 1900
Reno, NV. 89505

14: In the event the Grantee ceases to use the Easement Area for the purposes permitted by paragraph 2 above, or if the pedestrian walkway is no longer used for a period of two years, this Easement shall terminate. At the request of Grantor, Grantee shall provide Grantor with a written instrument in recordable form confirming such cessation of use. Upon termination of this Easement, Grantee shall remove the improvements constructed by Grantee and restore the Easement Area to the condition it was in prior to entering into this easement agreement. Those obligations which by their terms are intended to continue after termination of this Easement shall survive termination.

15: This Easement and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, subject to the limitations on assignment as specified herein.

AT&T Communications of Nevada, Inc.

by _____
Richard J. Eastman

City of Reno

by Brent Boyer
BRENT BOYER, PROPERTY MANAGER

ACKNOWLEDGEMENT

State of ~~California~~ ILLINOIS)
)
County of COOK)

This instrument was acknowledged before me on JUNE 16, 2000, by RICHARD J. EASTMAN as Manager of AT&T Communications of Nevada, Inc.

OFFICIAL SEAL
ANNIE SMITH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 20,2000

Annie Smith

State of Nevada)
)
County of Washoe)

This instrument was acknowledged before me on July 24, 2000, by Brent Boyer as Property Manager of the City of Reno.

TONIA M. MEYERS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 99-10314-2 - Expires March 25, 2003

Exhibit A

Legal Description

The Property

All those certain lots, pieces or parcels of land situate in the City of Reno, County of Washoe, State of Nevada, to-wit:

The East 9.64 feet of Lot 42 and all of Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 and the West 22.8 feet of Lot 53 of RIVERFRONT LOTS, as shown on the map of the original Town, now City of Reno, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

EXCEPTING THEREFROM the North 20 feet of said lots heretofore conveyed to the City of Reno by Deed recorded March 25, 1926, in Book 68, Page 385, File No. 36452, Washoe County, Nevada Records.

TOGETHER WITH all of the appurtenances thereunto belonging or appertaining, and all right, title and interest of party of the first part in and to any and all roads, streets and ways bounding the above-described premises.

EXHIBIT "B"

Easement Area Legal Description

Situated in the City of Reno, Washoe County, Nevada, and being a portion of the SE 1/4 of Section 11, T19N, R19E, M.D.M., more particularly described as a strip of land over, across and through the southerly 20.0 feet of the easterly 9.64 feet of Lot 42, and the southerly 20.0 feet of Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and the southerly 20.0 feet of the westerly 22.8 feet of Lot 53 of RIVERFRONT LOTS, as shown on the map of the original Town, now City of Reno, filed in the office of the Washoe County Recorder on June 27, 1871. Containing an area of 5648.80 sq.ft., more or less.

DOC # 2467231

Conformed Copy
07/26/2000 10:07A Fee:NC
RPTT 0.00
BK1
Requested By
RENO CITY
Washoe County Recorder
Kathryn L. Burke - Recorder